

HERMELINA RAMA AND BABY RAMA LAURON, PETITIONERS, VS. SPOUSES MEDARDO NOGRA AND PURITA NOGRA AND SPOUSES RICARDO RAMA AND MARILES RAMA, RESPONDENTS.

G.R. No. 219556. September 14, 2021

Ponente: LOPEZ, M., J.

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LOPEZ, M., J.:

This Petition for Review on Certiorari[1] under Rule 45 of the Revised Rules of Court questions the Decision[2] dated January 26, 2015 and Resolution[3] dated June 10, 2015 of the Court of Appeals (CA) in CA-G.R. CV No. 04327, which set aside the Decision[4] dated October 25, 2011 of the Regional Trial Court (RTC) of Cebu City, Branch 7, in Civil Case No. CEB-33782. The petition solely dwells on the requisite written notice for the exercise of the right of redemption under Article 1623 of the New Civil Code:

ART. 1623. The right of legal pre-emption or redemption shall not be exercised except within thirty days from the notice in writing by the prospective vendor, or by the vendor, as the case may be. The deed of sale shall not be recorded in the Registry of Property, unless accompanied by an affidavit of the vendor that he has given written notice thereof to all possible redemptioners.

x x x (Emphasis supplied.)

FACTS

The controversy involves an undivided portion of Lot No. 6034-C-2-H-4 with an area of 129 square meters, situated along V. Rama St., Barangay Guadalupe, Cebu City, registered under the Heirs of Felix Rama, namely: petitioner Hermelina Rama (Hermelina), respondent Ricardo Rama (Ricardo), Lucina Rama Yamyamin (Lucina) and Victoria Rama Fajardo in Transfer Certificate of Title (TCT) No. 117504. Petitioner Baby Rama Lauron (Baby) is Hermelina's daughter.[5]

On September 10, 1992, Ricardo sold his one-fourth undivided share for P35,000.00, payable in installments, to respondents Spouses Medardo and Purita Nogra (Spouses Nogra). Upon full payment, Ricardo and Spouses Nogra executed a Deed of Absolute Sale dated July 13, 2001. Petitioners claimed that they had no knowledge of this sale. It was only when they sought the assistance of the barangay, through conciliation proceedings conducted on July 25, 2007 and September 9, 2007, that Ricardo and Spouses Nogra confirmed the sale. Hermelina offered to redeem the property despite respondents' refusal to give a copy of the Deed of Absolute Sale and the details about it.[6] The offer to redeem was rejected. Few days after the second day of the barangay proceedings, Spouses Nogra entered into the property and had it surveyed for partition. This prompted petitioners to confront Ricardo once again on September 26, 2007, and there Ricardo gave them a copy of the Deed of Absolute Sale. Petitioners then filed a Complaint for Annulment of Sale, Redemption, and Other Reliefs before the RTC on October 16, 2007.[7] On October 26, 2007, petitioners consigned the full redemption price.

For their part, Spouses Nogra claimed that Ricardo gave a written notice of sale to Hermelina on August 31, 1992 as evidenced by a postal registry return slip.[8] Likewise, Hermelina was apprised of the sale when the parties

confronted each other before the Lupon ng Tagapamayapa on July 25, 2007. In the proceedings, Spouses Nogra demanded the partition of the lot so they could already take possession of the portion bought from Ricardo, but Hermelina opposed the partition and counter-offered to redeem Ricardo's share.[9] Spouses Nogra also brought up the previous sale of Lucina's share in their favor as another instance that gave Hermelina notice of the conveyances made by her co-owners. Spouses Nogra recalled that Hermelina actively participated in the ejectment proceedings that they filed against Lucina. For Spouses Nogra, these circumstances gave Hermelina actual knowledge of the sale of Ricardo's share in as early as 1992.[10] Thus, Hermelina exercised her redemption right beyond the 30-day period of redemption under Article 1623[11] of the New Civil Code.[12]

RTC RULING

In a Decision[13] dated October 25, 2011, the RTC ruled that Hermelina was properly notified of Ricardo's sale for purposes of redemption under Article 1623 of the New Civil Code only on September 26, 2007, when Ricardo gave her a copy of the Deed of Absolute Sale. The RTC emphasized that Article 1623 requires that the notice must be in writing and given by the vendor. Hence, the running of the 30-day period of redemption was not triggered by Hermelina's knowledge of the sale obtained during the barangay conciliation. Also, the RTC ruled that the postal registry return slip, without the letter itself, was insufficient to prove that Ricardo notified Hermelina of the sale in 1992. The RTC disposed:

Hence, the Court declares that Hermelina Rama is possessed of the right to redeem the one-fourth share of Ricardo Rama of Lot 6034-C-2-H-4, which was sold to Medardo and Purita Nogra on July 13, 2001, and that the redemption was legally effected when on October 26, 2007, within 30 days from written notice of the sale, she consigned with the Court the amount of [P]35,000.00, the consideration of the sale. Medardo and Purita Nogra are directed within ten (10) days to execute a Deed of Redemption over the said one-fourth share of Ricardo Rama in favour of Hermelina Rama, and may, upon proof of delivery of the said document to Hermelina Rama, withdraw the amount of [P]35,000.00 consigned with the Court.

So ordered.[14]

Aggrieved, Spouses Nogra appealed to the CA, insisting that: Ricardo mailed a written notice of the provisional sale in 1992 to Hermelina as evidenced by the postal registry return slip; Hermelina had sufficient knowledge of the conveyances made by her co-owners due to her participation in the ejectment case against Lucina; and Ricardo's admission during the July 25, 2007 barangay conciliation was sufficient to charge Hermelina actual knowledge of the sale. As such, Spouses Nogra argued that Hermelina's right to redeem Ricardo's share had already lapsed when she filed the Complaint for Annulment of Sale, Redemption, and Other Reliefs on October 16, 2007.[15]

CA RULING

Citing the cases of *Alonzo v. Intermediate Appellate Court*,[16] *Spouses Si v. Court of Appeals*,[17] and *Aguilar v. Aguilar*,[18] the CA granted the appeal in its Decision dated January 26, 2015. Specifically, while the CA agreed with the RTC that the postal registry return slip was not sufficient to prove that Hermelina received a written notice of sale in 1992, the appellate court ruled that the required written notice under Article 1623 of the New Civil Code may be dispensed with due to circumstances that have given Hermelina actual knowledge of the sale of Ricardo's share. For one, during the barangay conciliation on July 25, 2007, Ricardo had already admitted to Hermelina that he sold his share to Spouses Nogra. The CA also considered Hermelina's active involvement in the ejectment case against Lucina to have given her sufficient information on the conveyances made by her co-owners. Thus, the 30-day period of redemption under Article 1623 should be reckoned sometime between September 10, 1992, when Ricardo made the provisional sale, and July 25, 2007, when the parties stood before the barangay.[19] The CA then concluded that Hermelina belatedly exercised her right of redemption on October

16, 2007:

WHEREFORE, premises considered, the instant appeal is GRANTED. The Decision of the Regional Trial Court, Branch 7 of Cebu City dated 25 October 2011 in Civil Case No. CEB-33782 and its Order dated 20 January 2013 are hereby SET ASIDE. [Petitioners'] Complaint is DISMISSED.

SO ORDERED.[20] (Emphases in the original.)

In a Resolution[21] dated June 10, 2015, the CA denied petitioners' motion for reconsideration. Meantime, Hermelina died and was succeeded by Baby, who filed this petition. She maintains that a written notice is mandatory and indispensable for the commencement of the 30-day period to exercise the right of redemption under Article 1623.[22]

ISSUE

Whether Hermelina validly exercised her redemption right by the filing of the complaint before the RTC on October 16, 2007.

RULING

We find merit in the petition.

As earlier adverted to, the focal point of the controversy is the 30-day written notice requirement under Article 1623 of the New Civil Code, which states:

ART. 1623. The right of legal pre-emption or redemption shall not be exercised except within thirty days from the notice in writing by the prospective vendor, or by the vendor, as the case may be. The deed of sale shall not be recorded in the Registry of Property, unless accompanied by an affidavit of the vendor that he has given written notice thereof to all possible redemptioners.

x x x x (Emphasis supplied.)

The Court has been consistent in ruling that the required written notice by the seller is mandatory and indispensable for the 30-day redemption period to commence. In the oft-cited case of *De Conejero v. Court of Appeals*,[23] the Court explained:

With regard to the written notice, we agree with petitioners that such notice is indispensable, and that, in view of the terms in which Article 1623 of the Philippine Civil Code is couched, mere knowledge of the sale, acquired in some other manner by the redemptioner, does not satisfy the statute. The written notice was obviously exacted by the Code to remove all uncertainty as to the sale, its terms and its validity, and to quiet any doubts that the alienation is not definitive. The statute not having provided for any alternative, the method of notification prescribed remains exclusive.[24] (Emphases supplied)

In *Verdad v. Court of Appeals*,[25] the Court was more emphatic on the mandatory character of the written notice:

The written notice of sale is mandatory. This Court has long established the rule that notwithstanding actual knowledge of a co-owner, the latter is still entitled to a written notice from the selling co-owner in order to remove all uncertainties about the sale, its terms and conditions, as well as its efficacy and status.[26] (Emphasis supplied.)

In *Spouses Pascual v. Spouses Ballesteros*,[27] the indispensability of the written notice to trigger the running of the 30-day period in legal redemption was also underscored:

Anent the second issue asserted by the petitioners, we find no reversible error on the part of the CA in ruling that the 30-day period given to the respondents within which to exercise their right of redemption has not

commenced in view of the absence of a written notice. Verily, despite the respondents' actual knowledge of the sale to the respondents, a written notice is still mandatory and indispensable for purposes of the commencement of the 30-day period within which to exercise the right of redemption.[28] (Emphasis supplied.)

Indeed, Article 1623 is clear. A cardinal rule in statutory construction is that when the law is clear and free from any doubt or ambiguity, there is no room for construction or interpretation; there is only room for interpretation.[29] Our ruling in *Barcellano v. Bañas*,[30] citing Justice Edgardo Paras, is highly instructive:

Justice Edgardo Paras, referring to the origins of the requirement, would explain in his commentaries on the New Civil Code that despite actual knowledge, the person having the right to redeem is STILL entitled to the written notice. Both the letter and the spirit of the New Civil Code argue against any attempt to widen the scope of the "written notice" by including therein any other kind of notice such as an oral one, or by registration. If the intent of the law has been to include verbal notice or any other means of information as sufficient to give the effect of this notice, there would have been no necessity or reason to specify in the article that said notice be in writing, for under the old law, a verbal notice or mere information was already deemed sufficient.

Time and time again, it has been repeatedly declared by this Court that where the law speaks in clear and categorical language, there is no room for interpretation. There is only room for application. Where the language of a statute is clear and unambiguous, the law is applied according to its express terms, and interpretation should be resorted to only where a literal interpretation would be either impossible or absurd or would lead to an injustice. The law is clear in this case, there must first be a written notice to the family of Bañas.

Absolute Sentencia Expositors Non Indiget, when the language of the law is clear, no explanation of it is required.

We find no need to rule on the other issues presented by the petitioner. The respondent Bañas has a perfect right of redemption and was never in danger of losing such right even if there was no redemption complaint filed with the barangay, no tender of payment or no consignment.[31] (Citations omitted and emphasis supplied.)

In the seminal case of *Alonzo*, however, the Court embarked upon an unorthodox course of action in proceeding to construe an otherwise clear provision in Article 1088[32] of the Civil Code, which provides for the similar requirement of a written notice of sale from the vendor. In that case, two (2) of the five (5) co-heirs separately sold their property shares to the same buyers in 1963 and 1964. The buyers then occupied and enclosed the area sold to them with a fence and thereafter, built a house on it. Such conspicuous acts of the buyers led the Court to conclude that the co-heirs had undeniably acquired actual knowledge of the terms, validity, and finality of the sale, thereby enabling them to properly exercise their redemption right. Despite such knowledge, however, it took them more than a decade before they redeemed the property. The Court, therefore, dispensed with the required written notice under the law; reckoned the redemption period from the co-heirs' actual notice of the sale; and ruled that the right to redeem was already extinguished for failure to exercise it within the 30-day redemption period. In favoring equity and deviating from the strict letter of the law, the Court justified:

As "it is thus apparent that the Philippine legislature in Article 1623 deliberately selected a particular method of giving notice, and that notice must be deemed exclusive," x x x.

x x x x

But as has also been aptly observed, we test a law by its results; and likewise, we may add, by its purposes. It is a cardinal rule that, in seeking the meaning of the law, the first concern of the judge should be to discover in

its provisions the intent of the lawmaker. Unquestionably, the law should never be interpreted in such a way as to cause injustice as this is never within the legislative intent. An indispensable part of that intent, in fact, for we presume the good motives of the legislature, is to render justice.

Thus, we interpret and apply the law not independently of but in consonance with justice. Law and justice are inseparable, and we must keep them so. To be sure, there are some laws that, while generally valid, may seem arbitrary when applied in a particular case because of its peculiar circumstances. In such a situation, we are not bound, because only of our nature and functions, to apply them just the same, in slavish obedience to their language. What we do instead is find a balance between the word and the will, that justice may be done even as the law is obeyed.

As judges, we are not automatons. We do not and must not unfeelingly apply the law as it is worded, yielding like robots to the literal command without regard to its cause and consequence. "Courts are apt to err by sticking too closely to the words of a law," so we are warned, by Justice Holmes again, "where these words import a policy that goes beyond them." While we admittedly may not legislate, we nevertheless have the power to interpret the law in such a way as to reflect the will of the legislature. While we may not read into the law a purpose that is not there, we nevertheless have the right to read out of it the reason for its enactment. In doing so, we defer not to "the letter that killeth" but to "the spirit that vivifieth," to give effect to the lawmaker's will.

"The spirit, rather than the letter of a statute determines its construction, hence, a statute must be read according to its spirit or intent. For what is within the spirit is within the statute although it is not within the letter thereof, and that which is within the letter but not within the spirit is not within the statute. Stated differently, a thing which is within the intent of the lawmaker is as much within the statute as if within the letter; and a thing which is within the letter of the statute is not within the statute unless within the intent of the lawmakers."

x x x x

In the face of the established facts, we cannot accept the private respondents' pretense that they were unaware of the sales made by their brother and sister in 1963 and 1964. By requiring written proof of such notice, we would be closing our eyes to the obvious truth in favor of their palpably false claim of ignorance, thus exalting the letter of the law over its purpose. The purpose is clear enough: to make sure that the redemptioners are duly notified. We are satisfied that in this case the other brothers and sisters were actually informed, although not in writing, of the sales made in 1963 and 1964, and that such notice was sufficient.

While we do not here declare that this period started from the dates of such sales in 1963 and 1964, we do say that sometime between those years and 1976, when the first complaint for redemption was filed, the other co-heirs were actually informed of the sale and that thereafter the 30-day period started running and ultimately expired. This could have happened any time during the interval of thirteen years, when none of the co-heirs made a move to redeem the properties sold. By 1977, in other words, when Tecla Padua filed her complaint, the right of redemption had already been extinguished because the period for its exercise had already expired.

The following doctrine is also worth noting:

"While the general rule is, that to charge a party with laches in the assertion of an alleged right it is essential that he should have knowledge of the facts upon which he bases his claim, yet if the circumstances were such as should have induced inquiry, and the means of ascertaining the truth were readily available upon inquiry, but the party neglects to make it, he will be chargeable with laches, the same as if he had known the facts."

It was the perfectly natural thing for the co-heirs to wonder why the spouses Alonzo, who were not among them, should enclose a portion of the inherited lot and build thereon a house of strong materials. This definitely was not the act of a temporary possessor or a mere mortgagee. This certainly looked like an act of ownership. Yet, given this unseemly situation, none of the co-heirs saw fit to object or at least inquire, to ascertain the facts, which were

readily available. It took all of thirteen years before one of them chose to claim the right of redemption, but then it was already too late.[33] (Emphases supplied.)

The Court was, however, keen to clarify that its ruling was not meant to abandon the prevailing doctrine on the indispensability of the written notice of sale from the seller:

We realize that in arriving at our conclusion today, we are deviating from the strict letter of the law, which the respondent court understandably applied pursuant to existing jurisprudence. The said court acted properly as it had no competence to reverse the doctrines laid down by this Court in the above-cited cases. In fact, and this should be clearly stressed, we ourselves are not abandoning the *De Conejero* and *Butte* doctrines. What we are doing simply is adopting an exception to the general rule, in view of the peculiar circumstances of this case.[34] (Emphasis in the original.)

Verily, this exceptional ruling must be taken in its proper context lest the purpose of the law be rendered in vain. As will be discussed, several features of equity impelled the Court to exercise its equitable jurisdiction. In other words, the Court merely opted to take exception from the "slavish obedience"[35] to "the letter that killeth,"[36] and yielded to "spirit that vivifieth,"[37] due to the manifest wrong or injustice that would result if the strict letter of the law was to be applied in the given circumstances. Indeed, our courts are not divided into that of equity and of law, but are vested with the power to administer both law and equity;^[38] they are not powerless to determine a factual matter in accordance with both standards of law and equity.^[39] We stress, however, that equity intervenes only when the strict application of the law will no longer serve its purpose, but will cause injustice due to the exceptional circumstances which were not contemplated by the legal provision.^[40] As we have stated in *Reyes v. Lim*:^[41]

Equity jurisdiction aims to do complete justice in cases where a court of law is unable to adapt its judgments to the special circumstances of a case because of the legal inflexibility of its statutory or legal jurisdiction. Equity is the principle by which substantial justice may be attained in cases where the prescribed or customary forms of ordinary law are inadequate.^[42]

Since the law provides no remedy in cases attended by the following factors: (1) peculiar circumstances that gave the co-owners sufficient knowledge of the sale and its particulars; and (2) laches on the part of the redemptioners, the Court yielded towards equity.

The peculiar circumstances contemplated are those that gave the co-owners sufficient knowledge of the sale and its particulars so that they can properly exercise their redemption right. On this score, we emphasize the rationale behind the mandatory written notice, i.e., "to remove all uncertainties as to the sale, its terms, and its validity, and to quiet any doubts that the alienation is not definitive."^[43] Thus, mere knowledge of the fact of sale is insufficient to serve the purpose of the law. Essential information on the terms or particulars of the sale, such as the actual purchase price paid, is necessary for the redemptioners to properly exercise their right of legal redemption. To be sure, it would be senseless to compel co-owners to exercise their redemption right when they are ignorant of the terms or status of the sale. In *De Conejero*, the Court considered, not only the redemptioners' actual notice of the sale, but also their knowledge of the particulars of the sale:

Article 1623 does not prescribe any particular form of notice, nor any distinctive method for notifying the redemptioner. So long, therefore, as the latter is informed in writing of the sale and the particulars thereof, the 30 days for redemption start running, and the redemptioner has no real cause to complain. In the case at bar, the redemptioners (now petitioners) admit that on August 19, 1952 the co-owner-vendor, Enrique Torres, showed and gave Enrique Conejero (who was acting for and on behalf of his wife, Paz Torres) a copy of the 1951 deed of sale in favor of respondents Raffinans. The furnishing of this copy was equivalent to the giving of written notice required by law; it came from the vendor and made available in writing the details and finality

of the sale. In fact, as argued for the respondents at bar, it served all the purposes of the written notice, in a more authentic manner than any other writing could have done. As a necessary consequence, the 30-day period for the legal redemption by co-owner Paz Torres (*retracto de comuneros*) began to run its course from and after August 19, 1952, ending on September 18, of the same year.[44] (Emphases supplied.)

Moreover, actual knowledge of the sale and its particulars would likewise not suffice to disregard the explicit requirement of written notice under the law. Such actual knowledge must, be coupled with laches on the part of the redemptioner. Laches has been defined as "the failure or neglect, for an unreasonable and unexplained length of time, to do that which, by exercising due diligence, could or should have been done earlier." [45] It is not concerned only with the mere lapse of time,[46] but with the inequity caused by the relief-seeker's inaction.[47]

In sum, the explicit requirement of written notice may only be dispensed with upon a showing that the co-owners already had sufficient knowledge of the sale and they were guilty of laches in the exercise of their redemption right. Absent these factors, the strict letter of the law must apply[48] – the written notice from the seller remains to be an indispensable requirement to commence the running of the 30-day redemption period.

To be sure, in subsequent cases which adhered to the Alonzo doctrine, the Court was heedful in not disregarding the purpose of the mandatory written requirement, and mindful of the existence of laches. To cite a few, in *Distrito v. Court of Appeals*, [49] the Court deemed the co-owner, who acted as middleman and witnessed the execution of the deed of sale of the co-owner's share, to have been sufficiently notified of such sale despite lack of written notice because his participation in the sale removed all doubt as to its perfection and gave him all the necessary information to enable him to exercise his right of redemption. Despite such knowledge of the sale, the redemptioner enforced his right only after nearly a decade from the sale. In *Aguilar*, the redemptioner categorically admitted that he knew about the sale of his co-owner's share, but he opted to exercise his right to redeem only seven years thereafter. In *Cabales v. Court of Appeals*, [50] the redemptioner was informed of the sale not only in 1988, but also in 1993, but filed a complaint for redemption only in 1995. In *Escabarte v. Heirs of Isaw*, [51] the co-heirs have already contested the validity of the sales for being violative of the Administrative Code of Mindanao and Sulu; and the buyer had already been in open and continuous possession of the property. The redemptioners' actual knowledge of the necessary details of the sale was thus undeniable, but they opted to exercise their right more than a decade thereafter. Ostensibly, in all these cases, the Court dispensed with the written notice requirement because the redemptioners were proven to have sufficient notice of the sale and its terms, but they failed to enforce their redemption right for an unreasonable period.

Accordingly, we find reversible error on the part of the CA in ruling against Hermelina's redemption right.

The peculiar circumstances contemplated in *Alonzo* are absent in this case.

Strikingly, unlike in *Alonzo*, Spouses Nogra did not demonstrate any physical act of dominion over the property that would have evoked Hermelina's inquiry on the alienation of Ricardo's share. The sale was negotiated way back in 1992 and finalized in 2001, but it was only after the conciliation proceedings in 2007 when Spouses Nogra initiated the survey of the property for partition. There was nothing on record that could have given petitioners the knowledge, or at least an indication to elicit inquiry, that Ricardo had already sold his share in the co-owned property. Too, contrary to the CA's conclusion, Hermelina's participation in the ejectment proceedings against Lucina is irrelevant. That case is a separate proceeding pertaining to Lucina's share, which has nothing to do with the conveyance of Ricardo's share. Petitioners even had to verify the truth about Ricardo's sale through barangay conciliations. There was likewise no showing that Hermelina was apprised of the particulars of the sale during the conciliation proceedings. As observed by the courts *a quo*, the Minutes of the conciliation proceedings

reveal nothing more than Ricardo's admission that he sold his share to Spouses Nogra. Thus, the CA had no basis to presume that petitioners had acquired actual, much less sufficient, knowledge of Ricardo's sale "sometime between September 10, 1992, when Ricardo made the provisional sale, and July 25, 2007,"[52] during the barangay conciliation.

Hermelina was not guilty of laches.

The factual backdrop of the case shows that Hermelina seasonably took steps to verify the sale and its particulars. Prelude to her right of redemption, she took the initiative to bring the parties together before the barangay to remove any question relating to the sale. However, she was refused to be given a copy of the Deed of Absolute Sale, as well as the pertinent details of the sale. Hence, Hermelina cannot be faulted for exercising her redemption right upon receipt of the Deed of Absolute Sale because it is only at that time when all the uncertainties as to the sale, its terms, and validity were settled. Remember that the precision accorded by the written notice is essential, not only to ensure that the redemptioner is properly notified of the sale, but also to ascertain the date of the notice with accuracy in determining the commencement of the 30-day period of redemption.[53] In *Alonzo* we note that, "considering the shortness of the period [of redemption], it is really necessary, as a general rule, to pinpoint the precise date [the 30-day period] is supposed to begin to obviate any problem of alleged delays, sometimes consisting of only a day or two."[54]

At this juncture, the Court takes the opportunity to clarify the import of the following pronouncement of the Court in *Spouses Si* as cited by the CA as one of its jurisprudential bases in ruling that the required written notice under Article 1623 may be dispensed with, viz.;

Co-owners with actual notice of the sale are not entitled to written notice. A written notice is a formal requisite to make certain that the co-owners have actual notice of the sale to enable them to exercise their right of redemption within the limited period of thirty days. But where the co-owners had actual notice of the sale at the time thereof and/or afterwards, a written notice of a fact already known to them, would be superfluous. The statute does not demand what is unnecessary.[55] (Emphases supplied.)

This statement, while categorical, is merely an obiter dictum – a "judicial comment made while delivering a judicial opinion, but one that is unnecessary to the decision in the case and therefore not precedential x x x"[56] – as the Court expressly ruled that Article 1623 is inapplicable because there was no co-ownership in that case in view of the physical partition of the property. Hence, *Spouses Si* cannot be relied upon as a jurisprudential precedent to support deviation from the explicit requirement of a written notice from the vendor under Article 1623. Nonetheless, it may not go amiss to state that in such obiter, the Court was still cognizant of the purpose of the required written notice, i.e., to well-equip the redemptioners to exercise their right. In short, consistent with the prevailing jurisprudence, mere actual knowledge of the sale is not sufficient to commence the running of the 30-day period absent all the necessary information pertinent for the proper exercise of the right.

In all, the 30-day redemption period under Article 1623 should be reckoned from Hermelina's receipt of the Deed of Absolute Sale on September 26, 2007. Hermelina, therefore, validly exercised and enforced her right by filing the complaint for redemption on October 16, 2007, which is within the 30-day period under Article 1623. As well, the redemption price was consigned within the 30-day period on October 26, 2007.

FOR THESE REASONS, the Petition for Review on Certiorari is GRANTED. The Decision dated January 26, 2015 and Resolution dated June 10, 2015 of the Court of Appeals in CA-G.R. CV No. 04327 are REVERSED. Accordingly, the Decision dated October 25, 2011 of the Regional Trial Court of Cebu City, Branch 7, in Civil Case No. CEB-33782 is REINSTATED.

SO ORDERED.

Gesmundo, C.J. (Chairperson), Caguioa, Lazaro-Javier, and Inting,[*] JJ., concur.

[*] Designated additional member per Special Order No. 2823-UU dated July 15, 2021.

[1] Rollo, pp. 4-21.

[2] Id. at 30-45; Penned by Associate Justice Jhosep Y. Lopez (now a Member of this Court), with the concurrence of Associate Justices Edgardo L. Delos Santos (now a Retired Supreme Court Associate Justice) and Marilyn B. Lagura-Yap.

[3] Id. at 54-56; Penned by Associate Justice Jhosep Y. Lopez (now a Member of this Court), with the concurrence of Associate Justices Edgardo L. Delos Santos (now a Retired Supreme Court Associate Justice) and Marilyn B. Lagura-Yap.

[4] Id. at 22-27; Penned by Judge Simeon P. Dumdum, Jr.

[5] Id. at 5.

[6] Id. at 6.

[7] Id. at 32-33.

[8] Id. at 34.

[9] Id

[10] Id. at 37.

[11] ART. 1623. The right of legal pre-emption or redemption shall not be exercised except within thirty days from the notice in writing by the prospective vendor, or by the vendor, as the case may be. The deed of sale shall not be recorded in the Registry of Property, unless accompanied by an affidavit of the vendor that he has given written notice thereof to all possible redemptioners.

x x x x.

[12] Rollo, p. 34.

[13] Id. at 22-27.

[14] Id. at 27.

[15] Id. at 36-37.

[16] 234 Phil. 267 (1987).

[17] 396 Phil. 819 (2000).

[18] 514 Phil. 376 (2005).

[19] Rollo,

[20] Id. at 45.

[21] Id. at 54-56.

[22] Id. at 14.

[23] 123 Phil. 605 (1966).

[24] Id.

[25] 326 Phil. 601, 607 (1996).

[26] Id.

[27] 682 Phil. 280 (2012).

[28] Id.

[29] *Bolos v. Bolos*, 648 Phil. 630 (2010).

[30] 673 Phil. 177 (2011).

[31] Id.

[32] ART. 1088. Should any of the heirs sell his hereditary rights to a stranger before the partition, any or all of the co-heirs may be subrogated to the rights of the purchaser by reimbursing him for the price of the sale, provided they do so within the period of one month from the time they were notified in writing of the sale by the vendor.

[33] *Alonzo v. Intermediate Appellate Court*, supra note 16.

[34] Id.

[35] Id.

[36] Id.

[37] Id.

[38] *Santos v. De Leon*, 60 Phil. 573 (1934).

[39] *F. F. Mañacop Construction Co., Inc. v. Court of Appeals*, 334 Phil. 208 (1997).

[40] See *Alonzo v. Intermediate Appellate Court*, supra note 16.

[41] 456 Phil. 1 (2003).

[42] Id.; See also *Regulus Development, Inc. v. Dela Cruz*, 779 Phil. 75 (2016).

[43] *De Conejero v. Court of Appeals*, supra note 23.

[44] Id.

[45] *Oropeza v. Allied Banking Corporation*, G.R. No. 222078, April 1, 2019.

[46] Id.

[47] The following elements must be present to constitute laches: (1) conduct on the part of the defendant, or of one under whom he claims, giving rise to the situation of which complaint is made for which the complainant seeks a remedy; (2) delay in asserting the complainant's rights, the complainant having had knowledge or notice of the defendant's conduct and having been afforded an opportunity to institute a suit; (3) lack of knowledge or notice on the part of the defendant that the complainant would assert the right on which he bases his suit; and (4) injury or prejudice to the defendant in the event relief is accorded to the complainant, or the suit is not held to be barred; See *Aguilar v. Aguilar*, supra note 18.

[48] Barcellano v. Bañas, *supra* note 30.

[49] 274 Phil. 900 (1991).

[50] 558 Phil. 450 (2007).

[51] G.R. No. 208595, August 28, 2019.

[52] Rollo, p. 44.

[53] Alonzo v. Intermediate Appellate Court, *supra* note 16.

[54] *Id.*

[55] Spouses Si v. Court of Appeals, *supra* note 17.

[56] People v. Sandiganbayan, 723 Phil. 444 (2013).

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